from all the great property lawyers in saying this is a species of joint tenancy."

It would seem natural that a tenancy so nearly related to joint-tenancy would have disappeared after the legislation directed against the latter. It would surely seem that the Married Women's Acts would so far destroy the fictitious identity of husband and wife, as to eliminate tenancy by the entirety, *Mander* v. *Harris* (24 Ch. Div., 222); *Thornley* v. *Thornley*, 1893, 2 Ch., 229. The American courts, however, have not generally so held (1 Wash. R. Prop., Chap. XIII). The New York cases have been particularly interesting. In *Meeker* v. *Wright* (76 N. Y., 262), the Court was of opinion that the status of coverture had been so far changed as to destroy tenancy by the entirety. On this dictum *Feely* v. *Buckley* (28 Hun, 451), and other cases, were decided, but were overruled by *Bertles* v. *Nunan* (92 N. Y. 152), which held that when husband and wife were grantees of a freehold, they took as tenants of the entirety. Zorntlein *v.* Bram (100 N. Y. 10) held that in such case the grantee from the wife had no claim whatever as against a subsequent grantee from the husband and wife jointly. In *Price* v. *Pestka* (54 App. Div., 59), decided Nov. 10, 1900, the Court said that husband and wife took as tenants of the entirety, notwithstanding §56 N. Y. Real Prop. Law, which declared that "every estate granted or devised to two or more persons in their own right shall be a tenancy in common unless expressly declared to be in joint tenancy."

The tenancy seems to have been destroyed in *England, Canada, Ala., Me., Mass., Minn., Miss, and N. H.*, though still remaining in *Ark., D. C., Ind., Kansas, Md., Mich., Mo., N. J., N. Y., N. C., Ore., Pa., S. C., Tenn., Vt.*, and *W. Va.*

CORPORATIONS—VOTING TRUSTS.—In *Taylor* v. *Griswold* (2 J. S. Gr., 222), 1833, the Court denied the right of a stockholder to vote by proxy, unless power to do so had been expressly or impliedly conferred by the Legislature, on the ground that each stockholder is expected to exercise his individual judgment. In *Cone* v. *Russell* (48 N. J. Eq., 208), 1891, this principle was applied to a proxy irrevocable for five years, but great stress was laid on the fact that the object to be attained was against public policy, referring to *Woodruff* v. *Wentworth* (133 Mass., 309), 1882, where an ordinary contract between two stockholders for a similar purpose was held void. *White* v. *Tire Co.* (52 N. J. Eq., 178), 1894, was an agreement to transfer stock to a trustee for ten years in exchange for certificates of deposit, the trustee to vote as one of the beneficial owners should direct. Upon transfer by the latter of his beneficial interest the agreement was held void as to the transferee, it being against public policy for one without interest or title to vote the stock (citing *Shepang Voting Trust Case* (60 Conn., 553), 1891, at pages 580, 587. In *Clowes* v. *Miller* (see RECENT DECISIONS) the holding was substantially the same, the agreement being upheld only until the transfer, but a distinction was expressly drawn between

such an agreement as was there in question, and a mere "voting trust." This was shortly followed by *Kreisel* v. *The Distilling Co.* (see RECENT DECISIONS). The Chancellor made no reference to *Clowes* v. *Miller*, but rested his decision on *Taylor* v. *Griswold*, *Cone* v. *Russell* and *White* v. *Tire Co.* *Held*, that where a proxy is revocable, the stockholder sufficiently retains the power to exercise his individual judgment within the doctrine of *Taylor* v. *Griswold*. But if the grant of power is irrevocable and for a fixed time, then its validity must depend on the purpose for which it is given. A like doctrine is applicable to the creation of a trust and the appointment of a trustee to whom the title of the stock is conveyed. A distinction is drawn between a voting trust to provide for the carrying out of a plan already formulated by the stockholders in the exercise of their own judgment, as against one both to formulate and carry out (see, also, *Shepang Voting Trust Case, supra*). In this case it will be noted that there was no question of the transfer of the equitable interest, or of the right to direct the voting being intended to be personal to the transferor.

RECENT DECISIONS.

HAROLD WALKER, *Editor-in-Charge.*

AGENCY—BROKER'S DUTY TO REPORT NAME OF PURCHASER.—Defense, to suit for commissions, that broker did not disclose the name of the purchaser of realty. *Held*, inasmuch as defendant has not shown that this knowledge would have influenced her conduct, nor that plaintiff had any interest in the matter, plaintiff could recover. *Veasey* v. *Carson* (58 N. E. [Mass.]), Oct. 19, 1900.

This case sets a reasonable and just limit to the doctrine that it is the duty of the agent to give the principal notice of facts material to the agency, or which might influence the principal in his actions. *Harvey* v. *Turner* (4 Rawle [Penn.], 223), 1833; *Arrott* v. *Brown* (6 Whart. [Penn.], 9), 1840; *Devall* v. *Burbridge* (4 Watts & Serg. [Penn.], 305), 1842; *Moore* v. *Thompson* (9 Phila., 164), 1873; *Murray* v. *Beard* (102 N. Y., 505), 1886; *Hegenmyer* v. *Marks* (37 Minn., 6), 1887. In *Rich* v. *Black & Baird* (173 Pa. St., 92), the failure to disclose the real purchaser barred recovery because the agent himself was the real purchaser, and, of course, had an interest; and in *Humphrey* v. *The Eddy Transportation Co.* (65 N. W., 13 [Mich.]), 1895, the antagonistic interest of the agent was proven.

AGENCY—REAL ESTATE AGENT—SCOPE OF AUTHORITY.—*Held*, that a real estate agent acting under instructions to *sell* cannot bind his principal by entering into a contract to sell the property. *Armstrong* v. *Oakley* (62 Pac. Rep., 499 [Wash.]). Oct., 1900.

In the construction of an agent's powers in the purchase and sale of real estate a stricter interpretation prevails than in the case of chattels. Where the agent is a professional broker, the rule of the principal case produces a satisfactory result, since the middleman's duty may be considered as discharged when he has introduced to the owner a person who subsequently purchases the land. *Desmond* v. *Stebbins* (140 Mass., 339), 1885. However, when a clear intent that the agent shall do more than this is expressed, power to enter into a binding contract on behalf of the principal would seem to be of the essence of the authority, the agent not being able to execute a conveyance because of the Statute of Frauds.